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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

PROGRESSIVE CASUALTY INSURANCE  
COMPANY,

Plaintiff,

vs.

ZURICH-AMERICAN INSURANCE  
COMPANY, HARJIT SINGH dba HARRY  
BROS. TRUCKING, RELIABLE  
TRUCKING, INC., DENNIS MATEO and  
JoANN MATEO,

Defendants.

Case No.: C-06-01930-JCS

**FIFTH STIPULATION EXTENDING  
DEFENDANTS' TIME TO RESPOND TO  
PLAINTIFF'S COMPLAINT; REQUEST  
TO EXTEND DEADLINE TO MEET AND  
CONFER RE: INITIAL DISCLOSURES,  
ADR PROCESS SELECTION, AND  
DISCOVERY PLAN AND TO FILE  
JOINT ADR CERTIFICATION; ORDER  
THEREON**

**Civil Local Rules 6-1(a)**

Plaintiff, Progressive Casualty Insurance Company (hereinafter, "Progressive"), by and through its counsel of record, Richard W. Osman of Bertrand, Fox & Elliot, and defendant ZURICH-AMERICAN INSURANCE COMPANY ("Zurich"), by and through its counsel of record Mark Koop of Lewis Brisbois Bisgaard & Smith, LLP, and defendant RELIABLE TRUCKING, INC. ("Reliable") by and through its counsel of record David S. Henningsen, of ROBINSON & WOOD, INC. hereby agree and stipulate as follows:

FIFTH STIPULATION EXTENDING DEFENDANTS' TIME TO RESPOND TO PLAINTIFF'S COMPLAINT;  
REQUEST TO EXTEND DEADLINE TO MEET AND CONFER RE: INITIAL DISCLOSURES, ADR PROCESS  
SELECTION, AND DISCOVERY PLAN AND TO FILE JOINT ADR CERTIFICATION

1 Plaintiff filed its complaint on March 14, 2006. Defendant Zurich was served on April  
2 21, 2006. Defendant Reliable was served on April 20, 2006. The parties acting by and through  
3 their attorneys have stipulated four times that defendant Zurich's and Reliable's time to respond  
4 to the complaint be extended, most recently to June 29, 2006, while the settlement in the  
5 underlying matter is completed and a dismissal is filed.  
6

7 The present action arises out of a coverage dispute that arose in Alameda County  
8 Superior Court Case No. RG04183951, entitled *Mateo v. Singh*. That matter was recently settled  
9 and the coverage dispute between Progressive and Zurich was also recently settled. The latter  
10 settlement is contingent upon dismissal of *Mateo v. Singh*. As of the date of this stipulation, all  
11 settlement funds have been tendered by Progressive and Zurich. Progressive's retained defense  
12 counsel confirmed that plaintiffs' counsel received said funds and deposited the funds in his trust  
13 account on or before June 23, 2006, but that plaintiff's counsel is waiting for the check to clear  
14 before he dismisses *Mateo v. Singh*. It remains Progressive's intention to voluntarily dismiss the  
15 present action pursuant to FRCP Rule 41 immediately after the *Mateo v. Singh* matter is  
16 dismissed, which should be within the next few days.  
17

18  
19 In order to permit time for the dismissal of *Mateo v. Singh* to be filed, the parties hereby  
20 stipulate for a fifth time that defendants will file and serve their responsive pleadings by July 7,  
21 2006.  
22

23 This fifth stipulation will affect the June 30, 2006 deadline to meet and confer re: initial  
24 disclosures, early settlement, ADR process selection, and discovery plan, and to file the Joint  
25 ADR Certification with Stipulation to ADR, pursuant to FR Civ. P 26(f), ADR L.R. 3-5 and  
26 Civil L.R. 16-8.  
27  
28

1 The parties therefore request that the Court order that the June 30, 2006 deadline be  
2 extended to July 7, 2006, to allow time for the *Mateo v. Singh* dismissal to be filed so that the  
3 present matter can be voluntarily dismissed.

4  
5 SO STIPULATED.

6 Dated: June 29, 2006

BERTRAND, FOX & ELLIOT


7 By: \_\_\_\_\_  
8 Richard W. Osman  
9 Attorney for Plaintiff PROGRESSIVE  
CASUALTY INSURANCE COMPANY

10 Dated: June \_\_\_\_, 2006

LEWIS BRISBOIS BISGAARD & SMITH, LLP

11 By: \_\_\_\_\_  
12 Mark Koop  
13 Attorney for Defendant ZURICH  
AMERICAN INSURANCE COMPANY

14 Dated: June \_\_\_\_, 2006

ROBINSON & WOOD  
15 By:  \_\_\_\_\_  
16 David S. Henningsen  
17 Attorney for RELIABLE TRUCKING

18 **ORDER**

19 IT IS SO ORDERED.

20  
21 Dated: ~~June~~ July 10, 2006

